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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

\* \* \*

BOARD OF TRUSTEES OF THE PIPE )  
TRADES DISTRICT COUNCIL NO. )  
36 HEALTH AND WELFARE TRUST )  
FUND; BOARD OF TRUSTEES OF )  
THE PIPE TRADES DISTRICT )  
COUNCIL NO. 36 PENSION TRUST )  
FUND; BOARD OF TRUSTEES OF )  
THE PIPE TRADES DISTRICT )  
COUNCIL NO. 36 APPRENTICE )  
TRAINING TRUST FUND; BOARD )  
OF TRUSTEES OF THE CENTRAL )  
CALIFORNIA PIPE TRADES )  
INDUSTRY LABOR-MANAGEMENT )  
COOPERATION COMMITTEE )  
TRUST FUND, )

**Case No.: CV 10 2941**

**STIPULATION FOR ENTRY OF  
JUDGMENT IN FAVOR OF  
PLAINTIFFS AND AGAINST  
DEFENDANT RT/DT, INC.**

Plaintiffs,

v.

RT/DT, INC., a California corporation, )  
dba THOMAS PLUMBING; )  
AMERICAN CONTRACTORS )  
INDEMNITY COMPANY; and DOES 1 )  
through 50, inclusive, )

Defendants.

IT IS HEREBY STIPULATED by and between plaintiffs BOARD OF TRUSTEES OF  
THE PIPE TRADES DISTRICT COUNCIL NO. 36 HEALTH AND WELFARE TRUST  
FUND, BOARD OF TRUSTEES OF THE PIPE TRADES DISTRICT COUNCIL NO. 36  
PENSION TRUST FUND, BOARD OF TRUSTEES OF THE PIPE TRADES DISTRICT

1 COUNCIL NO. 36 APPRENTICE TRAINING TRUST FUND, BOARD OF TRUSTEES OF  
 2 THE CENTRAL CALIFORNIA PIPE TRADES INDUSTRY LABOR-MANAGEMENT  
 3 COOPERATION COMMITTEE TRUST FUND (collectively "Plaintiffs"); defendant RT/DT,  
 4 INC., a California corporation, dba THOMAS PLUMBING (hereafter "RT/DT"); and defendant  
 5 AMERICAN CONTRACTORS INDEMNITY COMPANY (hereafter "ACIC") as follows:

6 1. This stipulation is entered into by and between the parties in order to settle and  
 7 conclude the above entitled litigation between them relating to the payment of fringe benefit  
 8 contributions by RT/DT to Plaintiffs. This stipulation applies only to the following: unpaid  
 9 contributions from December 2009 through April 2010; interest and liquidated damages incurred  
 10 for those months; and the costs and attorneys fees incurred to date in this action.

11 2. Subject to the terms herein, and the Court's approval of this stipulation: judgment  
 12 shall be entered in favor of Plaintiffs against RT/DT, effective immediately, in the entire sum set  
 13 forth in Exhibit 'A', which is attached hereto and incorporated here by reference; and ACIC shall  
 14 be dismissed from this action, without prejudice.

15 3. RT/DT shall pay no less than \$2,419.31 per month for ten (10) consecutive  
 16 months, with the first payment due on or before September 15, 2010. Each subsequent payment  
 17 shall be due on the first day of each month thereafter. The parties acknowledge that the sum of  
 18 these ten payments equal the principal amount, and the attorneys' fees and costs provided in  
 19 Exhibit A.

20 4. RT/DT shall fully comply with all of its other obligations under the Master Labor  
 21 Agreement governing its obligations to Plaintiffs, including, but not limited to, submitting all  
 22 future monthly contribution reports in a timely manner, and paying all fringe benefit  
 23 contributions to Plaintiffs on or before the date they are due.

24 5. Failure to make any of the payments described in Paragraph 3 above, or to submit  
 25 future monthly contribution reports or contributions in a timely manner, shall constitute a default  
 26 of this Stipulation. In the event of a default, Plaintiffs shall be entitled to apply to the Court ex  
 27 parte for any writs or orders necessary to judicially enforce the Total Judgment Amount provided  
 28 in Exhibit A, including the liquidated damages and interest provided therein.

6. Plaintiffs' dismissal of ACIC herein is conditioned upon RT/DT timely remitting each payment as described in Paragraph 3 above. Should RT/DT fail to do so, Plaintiffs may refile this action against ACIC, or any other bonding company of RT/DT, for the contributions at issue. Plaintiffs and ACIC further stipulate to the following: that Plaintiffs' claim against ACIC was filed within the applicable statute(s) of limitation; that said statute(s) is/are hereby tolled until December 31, 2011; and that ACIC will not assert any defenses related to the expiration of any limitation period provided that the action is refiled prior to said tolled date.

7. This stipulation does not constitute a limitation or waiver of Plaintiffs' other rights with respect to the defendants, including, but not limited to: (i) the right to audit the financial records of RT/DT for the months at issue, or for any other months; or (ii) the right to sue for any additional amounts determined to be owed as a result of said audits.

8. Except as otherwise provided herein, each party shall bear its own costs and attorneys' fees incurred to date in the present action. In the event the Judgment is to be enforced due to a default by RT/DT, Plaintiffs shall be entitled to recover from RT/DT their reasonable attorneys' fees and other allowable costs incurred with respect to such enforcement.

9. The parties hereby request that the Court retain jurisdiction to enforce the terms of this Stipulation for Entry of Judgment, and the Judgment attached hereto as Exhibit A.

Dated: September 16, 2010

RT/DT, INC. dba THOMAS PLUMBING

By: Dan Thomas  
Dan Thomas Vice pres.

Dated: September \_\_\_\_\_, 2010

AMERICAN CONTRACTORS INDEMNITY  
COMPANY

By: \_\_\_\_\_, its \_\_\_\_\_

Dated: September 27, 2010

PIPE TRADES DISTRICT COUNCIL NO. 36  
TRUST FUNDS

By: Robert Jennings  
By Robert Jennings, Trustee

6. Plaintiffs' dismissal of ACIC herein is conditioned upon RT/DT timely remitting each payment as described in Paragraph 3 above. Should RT/DT fail to do so, Plaintiffs may refile this action against ACIC, or any other bonding company of RT/DT, for the contributions at issue. Plaintiffs and ACIC further stipulate to the following: that Plaintiffs' claim against ACIC was filed within the applicable statute(s) of limitation; that said statute(s) is/are hereby tolled until December 31, 2011; and that ACIC will not assert any defenses related to the expiration of any limitation period provided that the action is refiled prior to said tolled date.

7. This stipulation does not constitute a limitation or waiver of Plaintiffs' other rights with respect to the defendants, including, but not limited to: (i) the right to audit the financial records of RT/DT for the months at issue, or for any other months; or (ii) the right to sue for any additional amounts determined to be owed as a result of said audits.

8. Except as otherwise provided herein, each party shall bear its own costs and attorneys' fees incurred to date in the present action. In the event the Judgment is to be enforced due to a default by RT/DT, Plaintiffs shall be entitled to recover from RT/DT their reasonable attorneys' fees and other allowable costs incurred with respect to such enforcement.

9. The parties hereby request that the Court retain jurisdiction to enforce the terms of this Stipulation for Entry of Judgment, and the Judgment attached hereto as Exhibit A.

Dated: September \_\_\_\_, 2010

RT/DT, INC. dba THOMAS PLUMBING

By: \_\_\_\_\_, its \_\_\_\_\_

Dated: September 2, 2010

AMERICAN CONTRACTORS INDEMNITY  
COMPANY

By: SONJA S. ABRAHAM, its LITIGATION ANALYST

Dated: September \_\_\_\_, 2010

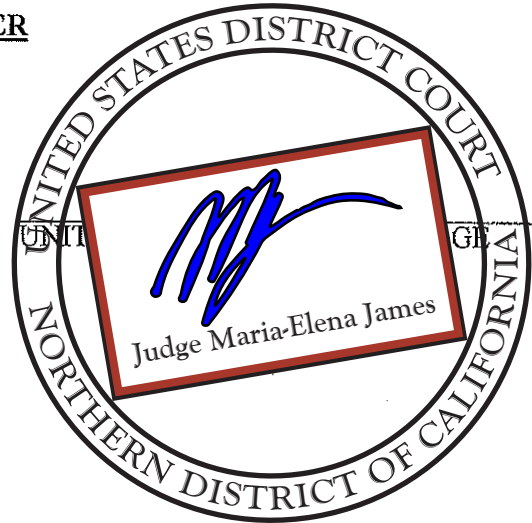
PIPE TRADES DISTRICT COUNCIL NO. 36  
TRUST FUNDS

By Robert Jennings, Trustee

ORDER

SO ORDERED, AS STIPULATED.

Dated: September 29, 2010



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**EXHIBIT “A”**

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NORTHERN DISTRICT OF CALIFORNIA**

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BOARD OF TRUSTEES OF THE PIPE  
TRADES DISTRICT COUNCIL NO.  
36 HEALTH AND WELFARE TRUST  
FUND; BOARD OF TRUSTEES OF  
THE PIPE TRADES DISTRICT  
COUNCIL NO. 36 PENSION TRUST  
FUND; BOARD OF TRUSTEES OF  
THE PIPE TRADES DISTRICT  
COUNCIL NO. 36 APPRENTICE  
TRAINING TRUST FUND; BOARD  
OF TRUSTEES OF THE CENTRAL  
CALIFORNIA PIPE TRADES  
INDUSTRY LABOR-MANAGEMENT  
COOPERATION COMMITTEE  
TRUST FUND,

Plaintiffs,

v.

RT/DT, INC., a California corporation,  
dba THOMAS PLUMBING;  
AMERICAN CONTRACTORS  
INDEMNITY COMPANY; and DOES 1  
through 50, inclusive,

Defendants.

**Case No.: CV 10 2941**

**JUDGMENT ON STIPULATION IN  
FAVOR OF PLAINTIFFS AND  
AGAINST DEFENDANT RT/DT, INC.**

On the basis of the stipulation dated September 27, 2010, between plaintiffs BOARD OF  
TRUSTEES OF THE PIPE TRADES DISTRICT COUNCIL NO. 36 HEALTH AND  
WELFARE TRUST FUND, BOARD OF TRUSTEES OF THE PIPE TRADES DISTRICT  
COUNCIL NO. 36 PENSION TRUST FUND, BOARD OF TRUSTEES OF THE PIPE

1 TRADES DISTRICT COUNCIL NO. 36 APPRENTICE TRAINING TRUST FUND, BOARD  
 2 OF TRUSTEES OF THE CENTRAL CALIFORNIA PIPE TRADES INDUSTRY LABOR-  
 3 MANAGEMENT COOPERATION COMMITTEE TRUST FUND (collectively "Plaintiffs");  
 4 defendant RT/DT, INC., a California corporation, dba THOMAS PLUMBING (hereafter  
 5 "RT/DT"); and defendant AMERICAN CONTRACTORS INDEMNITY COMPANY (hereafter  
 6 "ACIC"):

7 **IT IS ORDERED, ADJUDGED AND DECREED** that judgment is entered in favor of  
 8 Plaintiffs and against RT/DT as follows:

9	Principal Amount	\$22,693.10
10	Liquidated Damages	\$4,538.62
11	Interest (Principal and Liquidated Damages)	\$1,437.14
12	Attorneys' Fees and Costs	\$1,500.00
13	<b>TOTAL JUDGMENT AMOUNT</b>	<b>\$30,168.86</b>

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the total judgment  
 15 amount above shall accrue interest at a rate of ten percent (10%) per annum, or the maximum  
 16 legal rate permitted by the laws of the State of California, whichever is less, from the date of the  
 17 entry of this Judgment.

18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, in the event this  
 19 Judgment is to be enforced, Plaintiffs shall be entitled to recover from RT/DT their reasonable  
 20 attorneys' fees and other allowable costs incurred to do so. Said recovery may be made via ex  
 21 parte motion or as otherwise prescribed by law.

22 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court shall  
 23 retain jurisdiction to enforce the terms of this Judgment and of the Stipulation for Entry of  
 24 Judgment filed concurrently herewith.

25 Dated: \_\_\_\_\_

26 \_\_\_\_\_  
 27 UNITED STATES DISTRICT JUDGE

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